

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 2701 OF 1991

Shree Nursingsahay Mudungopal (Bombay) .. Plaintiffs

Vs.

United Database (India) Pvt. Ltd. & Anr. .. Defendants

M. G. Mimani for Plaintiffs.

None for defendant No. 1.

Ms. S.I. Shah for defendant No. 2.

CORAM: S.K. SHAH, J.

DATE : 27th April, 2006.

P.C.

This is undefended suit against the defendant No.2. The claim of the plaintiff is that the plaintiff had placed order with defendant No. 1 for advertising and had made the payment in advance. However the defendant No. 1 failed to give the advertisement. Therefore the plaintiff is seeking refund of the payment. The advertisement was to be given in the directory printed by the defendant No. 2 and defendant No. 1 was authorised to collect the orders for advertisement. Defendant No. 1 and 2 therefore failed to publish the advertisement in the directory. Defendant No. 2 is contesting the suit by filing the written statement. The present claim is against the defendant No. 1 as the defendant No. 2 is undefended.

2. The plaintiff has filed the original receipt vouchers under which the payments were made. However the advertisements were not published.

3. As such the plaintiff has established the claim for Rs. 94,830/- together with interest on the principal amount of Rs. 84,477.75 @ 21% per annum. The claim of the Plaintiffs is decreed in terms of prayer clause (a) i.e. Rs. 94,830/- with interest @ 12% from the date of the suit till realisation of the of the amount.
4. The Defendant No. 1 shall pay to the Plaintiffs the costs of this suit. Decree be drawn accordingly.
5. The learned counsel for the plaintiffs on taking instructions from the plaintiffs' representative Mr. Pandey states that he does not want to proceed against the defendant No. 2 in view of the decree passed against the defendant No. 1. The suit is allowed to be withdrawn against the defendant No. 2.

(S. K. SHAH, J)